

I N V O I C E

Page No. 1

Invoice Number: 6229

Sold To: -----
ACCOUNTS PAYABLE
MTI -SALINE
905 WOODLAND DRIVE

SALINE, MI 48176

Ship To: -----
MTI -SALINE



(734) 429-6218 (734) 944-0523

Customer Order No.: 5205

Job Number: 6272

Terms: Net 30

Quantity

Description

Item Total

P.O. 5205	\$1,130.00
100 SPRING SEAT @ \$11.30 EACH	
ALL PARTS HAVE BEEN SHIPPED.	
SHIPPER # 5461	
P/N 22209497	
Date Shipped: 04/06/2005	

Invoice Subtotal:	\$1,130.00
Tax Rate: 0.000	
Invoice Grand Total:	\$1,130.00

Total payment due on: 05/08/2005

THANK YOU FOR YOUR BUSINESS

A SERVICE CHARGE OF 1.5 % PER MONTH (18 % PER ANNUM) WILL BE CHARGED ON ALL AMOUNTS DUE AFTER PAYMENT DUE DATE.

CLIPSE TO 05-44481-rdd Doc 1012-2 Filed 11/10/05 Entered 11/10/05 16:58:05 Exhibit A 04/26/05
713 CIRCUIT COURT
AYLAND, MI 49348
hone: (616) 877-3717
ax: (616) 877-3712

Pg 2 of 9

I N V O I C E

Page No. 1

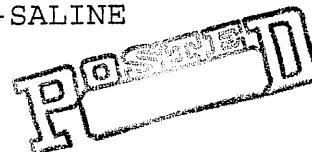
Invoice Number: 6232

Sold To: -----

ACCOUNTS PAYABLE
MTI - SALINE
905 WOODLAND DRIVE

SALINE, MI 48176

Ship To: -----
MTI - SALINE



(734) 429-6218 (734) 944-0523

Customer Order No.: 4936 Job Number: 6167 Terms: Net 30

Quantity	Description	Item Total
	P.O. 4936 PROGRESSIVE TOOL P/N 22209497 SPRING SEAT ACT# 1349 SHIPPER # 5475 ALL WORK/ BUY OFF COMPLETE Date Shipped: 04/25/2005	\$122,000.00

P.O. States
net 60 days

Invoice Subtotal:	\$122,000.00
Tax Rate: 0.000	
Invoice Grand Total:	\$122,000.00

Total payment due on: 05/26/2005

THANK YOU FOR YOUR BUSINESS

A SERVICE CHARGE OF 1.5 % PER MONTH (18 % PER ANNUM) WILL BE CHARGED ON ALL AMOUNTS DUE AFTER PAYMENT DUE DATE.

UCC
filed



TOOLING PURCHASE ORDER

X 6/6/04

Purchase Order No. 4936

Date Issued 12-Aug-04

Engineer GK

ECLIPSE TOOL & DIE INC.
4713 CIRCUIT CT.
WAYLAND, MI 49348

Part No.	22209497	Part Name	SPRING SEAT	Account Number	SO #1349
Quote No.	28536	Dated	8/10/04	F.O.B.	SALINE, MI
B/P Level	O2	Dated	6/4/04	Customer P.O. No.	DCM94192
Item	Quantity	Description		Cost	
1	1	PROGRESSIVE DIE			\$122,000.00
2					
3					
4					
		TOTAL			\$122,000.00

Delivery Schedule

Sample Due Date	12/8/04	Material Specification	STEEL UNSG1009
Tool Due Date	12/22/04	Quoted Material Size (Less than or equal to)	.118 X 7.5W X 6.5P

Quoted Press Specifications - Press#Secondary Press Specifications - Press#

N/A

N/A

Quality Requirements

6 pc full layout
30 pc Cap. Study on MTI Dimensions (CP / CPK Min. 1.67 Req'd on MTI selected dimensions/locations)
300 pc sample run at vendor facility
1,000 pc uninterrupted run with MTI facility

Payment Terms

Net 60 days

General Notes

- 1) Weekly Tool Progress Reports.
- 2) Amendment #1 revises the tool due date which was incorrect.

By: Day Klett 8/12/04

Authorized Signature

Engineering Manager

Suppliers Acknowledgement / Date (Return to MTI)

Finance (If Applicable)

Please see attached sheet for terms and conditions of this contract

The term "Buyer" means Metalforming Technologies, Inc. The term "Seller" means vendor to Metalforming Technologies, Inc. Either a person, company or corporation accepting this purchase order.

The term "Tool" or "Tools" means dies, aids, models, gages, jigs, fixtures, special machine/equipment and prototype parts, complete or partially complete.

- A. A tool design approved by Metalforming Technologies, Inc. pertains to design concept and does not release the Seller of the responsibility of building the tools capable of repetitively producing parts to the print, and for the production pieces per hour as indicated on Metalforming Technologies, Inc. request for quote.
- B. The Seller agrees that in the event of fire and/or an act of god; or in the event of the Seller's financial difficulty and/or labor dispute; or in the event that the Seller is unable to complete the tools as outlined in paragraph "A" above, Seller agrees to relinquish all tools at Seller's cost of material and cost of direct labor up to the time of work stoppage.
- C. Metalforming Technologies, Inc. agrees to pay Seller cost of material and cost of direct labor up to the time of work stoppage, including soft tooling (I.E. Kertsite, Zinc Alloy, etc.), provided such tooling can be reasonably used to complete the tooling design as outlined in paragraph "A" above.
- D. After work stoppage has been resolved and within one year, Seller has the option of repurchasing the soft tooling at the price per pound as was paid by Metalforming Technologies, Inc. to Seller, plus the cost of any improvements made by Metalforming Technologies, Inc.
- E. In no event shall the charge for tools, dies, parts, etc. to Metalforming Technologies, Inc. be greater than the Seller's quoted price.
- F. Die/Machine tryout for dimensional sample approval will be done at Metalforming Technologies, Inc. facility. The Supplier will provide a representative for Die/Machine Tryout.
- G. Payment for dies/machines will be made after the following conditions have been satisfied.
 - 1. 75% Payment - 30 days from dimensional approval of samples produced at Metalforming Technologies, Inc. facility. (See "F" above) A dimensionally approved "Tooling Acceptance Report" (copy faxed to Supplier upon approval) must accompany the suppliers invoice (any invoice not having a "Tooling Acceptance" attached will be returned to Supplier).
 - 2. 25% Payment - 30 days from "Production Approval" date on approved "Tooling Acceptance Report". Metalforming Technologies, Inc. will attempt production approval run within 30 days of dimensional approval date as defined in G-1 above. If Metalforming Technologies, Inc. does not attempt to run production part within 30 days of "Dimensional Approval" date, the balance (25%) will be paid to supplier at end of 30 days.
 - 3. If both dimensional approval and production approval can be accomplished at the same time, Metalforming Technologies, Inc. will make 100% payment in 30 days.
 - 4. In all cases, the supplier should invoice Metalforming Technologies, Inc. 100% of the tool/machine upon dimensional approval and Metalforming Technologies, Inc. will make proper % payments from invoice.
- H. Payment for gages and fixtures will be 100% upon receipt of gages/fixtures and approval of the Gage Engineer and Project Engineer. See attached/fixture approval" form.
- I. In the instances where parts fabricated from dies/machines at Metalforming Technologies, Inc. facilities have not been approved (either dimensional approval or production approval), the Buyer shall have three options:
 - 1. Have the tools returned to Seller's plant at Seller's expense and Seller to do whatever necessary to comply with paragraph "A" expeditiously.
 - 2. Seller to provide at Seller's expense the number of qualified journeymen to Buyer's Plant to do whatever necessary to comply with paragraph "A" expeditiously.
 - 3. Authorize Buyer on a time and material basis to charge back to Seller the Buyer's direct cost using whatever means necessary, either in-house or outsourced, in order to comply with paragraph "A" expeditiously.
- J. In the event the delivery date as indicated and agreed upon on this purchase order is not kept., Seller agrees to relinquish all tools, aids, etc. under the terms and conditions as set forth in paragraphs C, D, and E.

Metalforming Technologies Inc. Tool Buyoff Check List

Shop Order No: 1401
Purchase Order Date: 8-12-04
Purchase Order No: 4536
Tool No: F780

Vendor: ECCE, Inc. Due Date: 12-22-04
Part Name: 500-16105 Part No: 22209497

I. General Specifications

1. Ball bearing die sets?
Do die details have jack screws or pry slots?
3. Are drain holes present in spring pockets or nitrogen cylinder pockets?
4. Does die shoe have tapped handling holes (upper & lower)?
5. Are all dowel holes drilled with through hole?
6. Are all sharp corners broke?
7. Are all slides, gibbs, and keepers equipped with grease fittings?
8. Are all pilot holes cleared through shoe?
9. Does die have scrap cutter?
10. Are all notching, forming, and cut-off sections heel'd where required?
11. Are there any welded sections present?
 - (A) Does the die produce multiple parts? If so,
 - (B) Is there a change over required within the die? If so,
 - (C) Are there detailed change over instructions? If so,
 - (D) Are details clearly marked to aid quick changeover?
12. Do stop blocks have lead groove?
Depth: 0.50
13. Is die painted and primed per specs?
15. Is there sufficient slug clearance (no ledges)?
16. Secondarys:
 - (A) Gaging: parts locate easily, proper lead on gaging
 - (B) Error proofing is incorporated
17. Have spare details been provided?
18. Appearance: burrs, non-functional corners
19. Are strips easily fed into progressive dies?

2

III. Cutting Steels

1. Are heavy duty Ball Lock punches used?
 - (A) Do all punches have manufacturers identification numbers?
2. Ball lock punches & pilots
Can these be removed without pulling stripper pad?
3. Punch & Button Retainers
Are there hardened backing plates mounted to retainers?
4. D-2 material used for trim steels?
5. Are shedder pins used wherever possible?
 - ~ Are cutting steels designed for ease of sharpening?
 - ~ Are there any forming operations included in any cutting steels?
 - ~ Are pierce holes near high limit?
6. Are trims built with positive mismatch?
7. Do punches have shear and/or stagger?

III. Form steels

1. Are form steels inserted to provide adjustment for material thickness variation?
2. Are severe drawing/forming steels coated?
3. Is the correct substrate material utilized for coated steels?
4. Are draw/form operations taking the material beyond its acceptable yield point?
5. Coating supplier utilized: _____

IV. Stripper and Form Pads

1. Are approved nitrogen cylinders being used?
2. Are self contained nitrogen cylinders plumbed to a console?
3. Are quick connect couplers installed on nitrogen consoles?
4. Are spring retainers or spring cans used with springs?
5. Are keeper blocks with keys being used?
6. Are the correct size screws in windows?
7. Do strippers and form pads travel freely?

V. Stock Guides

1. Does stock guide have 10"-12" stock approach?
2. Are stock guides rounded to prevent shaving?

VI. Part and Scraper Removal

- 1. Is scrap easily shed and consistent?
- 2. Is scrap routed for easy removal by operators?
- 3. Is scrap separated from parts?
- 4. Are unlike parts separated?

VII Parallel

1. Does die comply with MTI's quick clamp standards?
2. Are the distances between parallels in areas of scrap removal in 1 inch increments? (i.e. 3", 6", 12", etc.)
3. Are dies compatible with hi-lo forks for ease of movement (forks are 5" wide and measure 36" outside to outside)?

	Comments
1.	<i>Mark T. L. D. on die</i>
2.	<input checked="" type="checkbox"/>
3.	<input checked="" type="checkbox"/>
4.	<input checked="" type="checkbox"/>
5.	<input checked="" type="checkbox"/>

VIII. Identification

1. Are all die details stamped for steel identification and Rockwell?
2. Are all die details stamped with detail no.?
3. The following information is stamped on the die:
Part number, Stock Width, Stock Progression, Stock Thickness, Shut Height, Weight (Upper, Lower and Total).
4. A Tool Information Tag is fastened to the die.
5. A Nitrogen Information Tag is fastened to the die.

Comments

Mark T. L. D. on die
4/19/05



PROTOTYPE PURCHASE ORDER

Purchase Order No. 5205
 Date Issued 05-Apr-05
 Engineer GK

Eclipse Tool & Die Inc.
 4713 Circuit Ct.
 Wayland, MI 49348

Part No.	22209497	Part Name	SPRING SEAT	Account Number	SO #1481P
Quote No.	E-MAIL	Dated	4/5/05	F.O.B.	MTI SALINE
B/P Level	O1	Dated	8/20/04	Customer P.O. No.	421025
Item	Quantity	Description			Cost
1	100	SPRING SEAT @ \$11.30 EACH			\$1,130.00
2					
3					
4					
5					
6					
TOTAL					\$1,130.00

Delivery Schedule

Sample Due Date 4/8/2005 OR SOONER Material Specification TRYOUT MATERIAL

Quality Requirements

6 PC FULL LAYOUT FOR EACH PART WITH PART DELIVERY.
 AND PROCESSES.

Payment Terms

NET 60 DAYS

General Notes

1) Weekly Progress Reports.

Suppliers Acknowledgement / Date (Return to MTI)

By:

Authorized Signature

Engineering Manager

Finance (If Applicable)

Please see attached sheet for terms and conditions of this contract